

RECEIVED FOR RECORD

DATE SEPT 24, 2024 TIME 9:30
RECORDED IN BOOK 70 PAGE 125-126
ATTEST Randy Stong TOWN CLERKWARRANTY DEED

Know All Men by these Presents that I, **Lori Beth O'Brien**, Grantor, in the consideration of one dollar (\$1.00) and other good and valuable consideration paid to my full satisfaction by **David Adams** and **Fiorella Adams**, Grantees, by these presents do freely Give, Grant, Sell, Convey, and Confirm unto the said Grantees, **David Adams** and **Fiorella Adams**, husband and wife, as tenants by the entirety, and their heirs and assigns, forever, certain lands and premises located in the Town of Pittsfield, Vermont, and more particularly described as follows (the "Property"):

Being all and the same lands and premises conveyed to Lori Beth O'Brien by Warranty Deed of Stephen Lewis and Terri Lewis, husband and wife, dated October 11, 2017, and recorded in Book 64, Page 533 of the Town of Pittsfield Land Records.

Being all and the same lands and premises conveyed to Stephen Lewis and Terri Lewis, husband and wife, by Warranty Deed of Carlton P. White a/k/a Carleton P. White and Mary Ann White dated April 16, 2010, and recorded in Book 58 Page 311 of the Pittsfield Land Records and all the more particularly described as per the Schedule A attached hereto.

The herein conveyed lands and premises are subject to an easement and right -of-way as set forth in an Easement Deed of Carlton P. White a/k/a Carleton P. White and Mary Ann White to A. Victor Alvarez, Ricardo J. Alvarez and Carlos A. Alvarez dated March 24, 2010, and recorded in Book 58 Page 314-316 of the Pittsfield Land Records

To Have and to Hold said granted premises, with all the privileges and appurtenances thereof, to the said Grantees, **David Adams** and **Fiorella Adams**, husband and wife, as tenants by the entirety, and their heirs and assigns, to their own use and behoof forever; and I, **Lori Beth O'Brien**, the said Grantor, for myself and my successors and assigns, do covenant with the said Grantees, **David Adams** and **Fiorella Adams**, that until the sealing of these presents, I am the Sole Owner of the premises, and have good right and title to convey the same in manner aforesaid, that they are Free from Every Encumbrance, except as hereinbefore mentioned, and I do hereby engage to Warrant and Defend the same against all lawful claims whatsoever, except as hereinbefore mentioned.

[signature page follows]

Vermont Property Transfer Tax
32 V.S.A. Chap. 231

-ACKNOWLEDGMENT-

Return No. 10-24
Signed Randy Stong, Clerk
Date SEPTEMBER 24, 2024

I have executed this instrument this 18th day of September 2024.

Lori Beth O'Brien by Stephen C.H. Cassarino
Lori Beth O'Brien,
by Stephen C.H. Cassarino, her attorney-in-fact

State of Vermont
County of Rutland, ss.

The foregoing instrument was acknowledged before me this 18 day of September, 2024, by Stephen C.H. Cassarino, as attorney-in-fact for **Lori Beth O'Brien**.

HANNAH LATTUCA
Notary Public, State of Vermont
Commission No. 0011710
My Commission Expires 01/31/2025

Hannah Lattuca
Notary Public
Printed Name:
Commission No.:
My Commission Expires: 01/31/2025

SCHEDULE A

Being all and the same lands and premises conveyed to Carleton P. White and Mary Ann White by Warranty Deed of Carolyn F. Wells, Rachel R. McAnallen, Jacqueline J. Gahagen and Irene I. Fowler dated January 22, 1972, and recorded in Book 23, Page 194, of the Pittsfield Land Records, and being more particularly described as follows:

Being all and the same lands and premises conveyed by Warranty Deed of Hawk Mountain Corporation to the herein Grantors, Carolyn F. Wells, Jacqueline J. Gahagen, Irene I. Fowler and Rachel R. McAnallen, dated September 26, 1966, and recorded in Book 22, Page 90 of the Town of Pittsfield Land Records.

Being Lot #10 of the Hawk Mountain Plan of Lots, according to a survey duly recorded in the land records of the Town of Pittsfield, Vermont and being more particularly described as follows:

Beginning at an iron pipe which is the northwest corner of the property proceeding in a northerly direction on a bearing of north $38^{\circ} 19'$ east for a distance of $133' 9''$ to an iron pipe; thence in an easterly direction on a bearing of North $83^{\circ} 8'$ East for a distance of $103' 3''$ to a copper pipe; thence in a southerly direction on a bearing of South $00^{\circ} 2'$ West for a distance of $192' 00''$ to an iron pipe; thence in a southwesterly direction on a bearing of South $50^{\circ} 23'$ West for a distance on $193' 3''$ to an angle iron; thence in a northerly direction for a distance of $209'$, more or less, to the point of beginning. Being a part of the land and premises conveyed to Hugh H. Kopald by deed of John Giorgetti, dated March 20, 1964 and recorded in Book 21 at Page 180 of the Pittsfield Land Records

This conveyance is made subject to the following restrictive covenants:

1. The Grantor reserves the right of first option to repurchase the within conveyed real estate in the event that the Grantees herein receive an offer to purchase said real estate and intend to accept the same, Grantees to give notice to Hawk Mountain Corporation, Grantor's Agent, by registered mail of their intent to sell, identifying the prospective purchaser and the bona fide price offered and offering to sell said premises to Grantor under the same terms, said option to terminate 30 days from the date of said notice.
2. Any building additions of new construction on the premises hereby conveyed at any time made by the Grantees is to be subject to the approval of the project architect of said agent, Hawk Mountain Corporation;
3. No house trailers or mobile homes shall be used on the premises hereby conveyed for any purpose whatsoever;
4. There shall be no physical advertising, commercial or otherwise, used upon the premises hereby conveyed;

5. The premises hereby conveyed shall be used for dwelling purposes only;
6. No fences may be erected without prior approval and permission of Hawk Mountain Corporation